

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

KEHOE COMPONENT SALES
INC., d/b/a PACE ELECTRONIC
PRODUCTS, et al.,
Plaintiffs,

v.

BEST LIGHTING PRODUCTS,
INC.,
Defendant.

Case No. 2:10-CV-00789
JUDGE EDMUND A. SARGUS, JR.
Magistrate Judge Terence P. Kemp

ORDER

On March 17, 2014, the Court entered judgment in Best Lighting's favor on the following claims: breach of express warranty, breach of implied warranty of merchantability and of fitness, breach of contract, tortious interference with business relationships and expectations, misappropriation of trade secrets under Ohio law, reverse palming off under the Lanham Act, false advertising under the Lanham Act, and conversion under Ohio law. Doc. 148 at 92–93. The Court found that the total damages award that Pace Electronics, Pace Technology and Patrick Kehoe owe to Best Lighting amounts to \$1,133,697.10. Upon review of the Agreed Entry, the Court accepts the draft Letter of Credit and the below proposed language. The Court thus **ORDERS** that the Plaintiff parties (Kehoe Component Sales, Pace Electronics, Pace Technology and the Estate of F. Patrick Kehoe) shall direct M&T Bank to insert the following language in the Letter of Credit and to create an Original Letter of Credit with same language and inserted language:

Beneficiary: **Best Lighting Products, Inc.**

Applicant: **Kehoe Component Sales, Inc.**

Date of Issue: **June 30, 2014**

Date and Place of Expiry: **Baltimore, MD, June 30, 2015**

SLC Amount: **\$1,333,697.10**

The Court further **ORDERS** the Plaintiff parties to file the finalized Letter of Credit no later than **July 2, 2014**. The parties' agreement and this Order further render the Plaintiff parties' motion for a stay pending appeal and approval of an irrevocable letter of credit **MOOT**. Doc. 156.

IT IS SO ORDERED.

6-30-2014
DATED


EDMUND A. SARGUS, JR.
UNITED STATES DISTRICT JUDGE